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11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 ANGELA POTIKYAN, on behalf of)
14 herself and all others similarly)
situated,)

15 Plaintiff,)
16)

17 v.)

18 JS DREAMS, INC. and CRISTCAT)
CALABASAS, INC. (individually)
and collectively doing business as)
19 JOHNNY ROCKETS - COMMONS)
AT CALABASAS), and DOES 1)
20 through 10, inclusive,)

21 Defendants.)
22)
23)
24)
25)
26)
27)
28)

Case No.: 2:13-cv-06237-JEM

**NOTICE OF MOTION AND MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Filed concurrently with (1) Declaration of
Chant Yedalian and Exhibits 1-8; and (2)
[Proposed] Order]

HEARING

Date: July 26, 2016

Time: 10:00 a.m.

Court Room: C (8th Floor)

Judge: Hon. John E. McDermott

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD HEREIN:

2 PLEASE TAKE NOTICE THAT on July 26, 2016, at 10:00 a.m., or as soon
3 thereafter as the matter may be heard before the Honorable John E. McDermott in
4 Court Room C, located at 312 North Spring Street Los Angeles, CA 90012, Plaintiff
5 and Class Representative Angela Potikyan will and hereby does move the Court,
6 pursuant to Federal Rules of Civil Procedure Rule 23 for an Order granting
7 preliminary approval of the proposed class action settlement on the terms and
8 conditions set forth in the class-wide Agreement Of Settlement And Release (the
9 "Agreement" or "Settlement"), a copy of which is attached as Exhibit 5 to the
10 Declaration of Chant Yedalian.

11 Plaintiff further moves the Court for an Order:

- 12 1. Approving the proposed notice to the Class, including the Summary
13 Notice, Full Notice, and Claim Form attached as Exhibits 6-8,
14 respectively, to the Declaration of Chant Yedalian;
- 15 2. Directing notice to be made to the Class as described in Exhibits 6-8
16 and [Proposed] Order;
- 17 3. Preliminarily approving the Settlement subject to final review by the
18 Court;
- 19 4. Establishing deadlines for Class Members to submit a request for
20 exclusion from the Settlement and to submit objections to the
21 Settlement; and
- 22 5. Setting a final approval and fairness hearing on or about 110 days after
23 the date that the Court grants preliminary approval of the Settlement.
24

25 This Motion is based upon this Notice of Motion and Motion, the
26 Declarations, Exhibits and other documents filed concurrently in support thereof, the
27 papers and pleadings on file in this action, and upon such other and further evidence
28 as the Court may adduce at the time of the hearing.

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DATED: June 20, 2016

CHANT & COMPANY
A Professional Law Corporation

By: /S/ – Chant Yedalian
Chant Yedalian
Counsel For Plaintiff and the Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

As this Court is well aware, this case has quite a history, including the filing of voluntary bankruptcy petitions by each of the two named defendants, Cristcat Calabasas, Inc. (which was filed on August 11, 2015) and JS Dreams, Inc. (which was filed on December 29, 2015).

Before either defendant filed for bankruptcy, Plaintiff successfully moved for and this Court granted class certification. Dkt. No. 52. That Class remains certified.

The Class Representative and Class Counsel have reached a Class settlement with Cristcat Calabasas, Inc., and the Bankruptcy Court has lifted the bankruptcy stay to allow for class settlement approval proceedings to proceed in this Court as between Plaintiff and the Class and Cristcat Calabasas, Inc. ("Cristcat"). Exhibit 1.

Accordingly, Plaintiff Angela Potikyan, as Class Representative for the Class, on behalf of herself and on behalf of the Class, hereby respectfully moves the Court for an Order granting preliminary approval of the proposed class action settlement.

II. FACTUAL SUMMARY

This is a case where the Court has already certified a Class.

On December 2, 2014, this Court entered an Order granting Plaintiff's motion for Class Certification. Dkt. No. 52.

As part of its certification Order, the Court certified the following Class:

"All consumers who, at any time during the period January 18, 2012 to March 15, 2013, made a purchase or other transaction at the Johnny Rockets Calabasas Restaurant (located at 4799 Commons Way, Suite J, Calabasas, California 91302) using their credit card or debit card."

Dkt. No. 52, ¶ 8.

The Court also appointed Plaintiff as the Class Representative and Plaintiff's Counsel as Class Counsel. Dkt. No. 52, ¶¶ 9-10.

1 The Court also approved a notice plan to the Class (Dkt. No. 59) and notice
2 was provided to the Class and no Class member requested to be excluded from the
3 Class during the exclusion period (Dkt. No. 62).

4 The Class Representative and Class Counsel persevered after the bankruptcy
5 filing by Cristcat and successfully achieved a settlement.

6 **III. BANKRUPTCY MATTERS AND RELATED AMOUNTS**

7 Among other things, the Class Representative and Class Counsel filed a proof
8 of claim in the bankruptcy proceedings (Exhibit 2) and negotiated with both Cristcat
9 and the Trustee to ensure that the Class' interest are best protected.

10 As a result of those efforts, the Trustee approved a claim on behalf of the
11 Class Representative, the Class and Class Counsel in the amount of \$37,370,881.68.
12 Exhibit 3 at page 7 of 11.

13 The bankruptcy has yielded a total of \$60,104.13 in cash receipts. Exhibit 4
14 at p. 2. After approved deductions and administrative expenses recommended by
15 the Trustee, there will be a total of \$35,667.02 to pay creditors if the plan is
16 approved by the Bankruptcy Court. *Ibid.*

17 After a proposed payment of \$1,633.26 to the Employment Development
18 Department ("EDD") for its claim, there will remain \$34,033.76. Exhibit 4 at page
19 3. The Trustee has approved and requested that this remaining amount be paid in
20 response to the claim by the Class Representative, the Class and Class Counsel.
21 *Ibid.*

22 A hearing is scheduled before the Bankruptcy Court on June 21, 2016 at
23 10:00 a.m. on the Chapter 7 Trustee's Final Report and Applications for
24 Compensation.

25 **IV. THE SETTLEMENT**

26 Subject to the Court's approval pursuant to Federal Rules of Civil Procedure
27 ("FRCP") Rule 23(e), the Parties have agreed to settle this matter upon the terms
28 and conditions set forth in the class-wide Agreement Of Settlement And Release

1 (the "Agreement" or "Settlement") attached as Exhibit 5 to the Declaration of Chant
2 Yedalian.

3 As part of the Settlement, Cristcat, its counsel (Matthew E. Hess, Esq.) and
4 Cristcat's majority shareholder (Robert Azinian) agreed that they would not assert
5 any claim to the Pre-Petition Funds or Estate Funds concerning Cristcat's
6 bankruptcy estate. Exhibit 5 at p. 2. Thus, they will have no right to the projected
7 \$34,033.76 from the bankruptcy proceedings.

8 In addition, on or about September 29, 2015, the Trustee abandoned the
9 Restaurant, and Cristcat has been operating the Restaurant since then. Exhibit 5 at p
10 2.

11 Although the lease to the Restaurant originally expired in or about November
12 2015, the Restaurant remained open pursuant to landlord's request that the
13 Restaurant remain open through the end of January 2016, until a new tenant is ready
14 to take possession of the retail space occupied by the Restaurant. Exhibit 5 at p 2.

15 The Restaurant is expected to have earned approximately \$40,000 in net
16 income between September 29, 2015 and January 31, 2016 (the "Post-Abandonment
17 Net Income"). Exhibit 5 at p 2.

18 After the Restaurant closes its doors, Cristcat will incur various one-time
19 costs associated with closing the Restaurant (the "Closing Costs") which are
20 estimated to be approximately \$15,000. Once the Closing Costs are deducted from
21 the Post-Abandonment Net Income, the remainder (the "Post-Abandonment Funds")
22 will be available to pay for this Settlement. To the extent the Restaurant operates
23 after January 31, 2016 [which it has been doing], 40% of all net income earned after
24 January 31, 2016 will be added to, and considered to be part of, the Post-
25 Abandonment Funds for purposes of this Settlement and shall be paid (to Class
26 Counsel or to any settlement administrator approved by the District Court) by the
27 15th day of each month following the month it is earned; the remaining 60% of all
28

1 net income earned after January 31, 2016 shall be the property of Cristcat. Exhibit 5
2 at p 2.

3 Plaintiff and Class Counsel shall each have the right, but not the obligation, to
4 request accountings and review of the Restaurant's financial records for each and
5 every month that the Restaurant operates after January 31, 2016 as well as to all
6 records concerning closing costs. Exhibit 5 at ¶ 2(d)(iv).

7 Cristcat will stipulate to the entry of a judgment ("Agreed Judgment") in the
8 Lawsuit against Cristcat and in favor of Plaintiff and the Class in the total amount of
9 \$37,370,881.68. This total amount, and the constituent amounts that comprise it, are
10 the same as those asserted in the Proof of Claim filed by Potikyan on December 28,
11 2015 (on behalf of herself and the Class) in the bankruptcy proceeding, Case No.
12 2:15-bk-22596-BR. Exhibit 5 at ¶ 2(d)(iii).

13 In return for the foregoing and except as to seek recovery from the Pre-
14 Petition Funds, Estate Funds, and Post-Abandonment Funds, Plaintiff and the Class
15 agree that they will not make any attempt to collect any further amounts concerning
16 the Agreed Judgment from Defendant; will not seek to amend the Agreed Judgment
17 to include additional judgment debtors; and will not attempt to collect any portion of
18 the Agreed Judgment from Robert Azinian, Karine Azinian or Defendant's
19 shareholders on an alter ego or any other theory of liability. Nothing herein
20 precludes Plaintiff and the Class from pursuing any claims or rights against JS
21 Dreams, Inc. Moreover, to the extent that any of Cristcat Calabasas, Inc.'s
22 shareholders are also shareholders of, or have any other interest in, JS Dreams, Inc.,
23 this Settlement does not preclude Plaintiff or the Class from pursuing claims or
24 rights against such shareholders or interest-holders for obligations or liabilities of JS
25 Dreams, Inc. Exhibit 5 at ¶ 2(d)(v).

26 To be eligible for a cash payment from the Settlement, each Class member
27 must timely submit a Claim Form. Class members shall be given at least 60 days
28 from the first date of providing notice to the Class (or other time period approved by

the District Court), to submit a Claim Form. Each Claim Form must include the original or a copy of either (1) a customer receipt containing the expiration date of his or her credit or debit card showing that he or she made a transaction at the Restaurant at any time during the Class period, or (2) a credit or debit card statement (which will be encouraged to be in redacted form) showing that he or she made a transaction at the Restaurant at any time during the Class period. Each Class member may submit only one claim, regardless of whether they made one or more credit or debit card transactions during the Class period. Each Class member may receive up to \$50 if they submit a valid and timely Claim Form but this amount will be subject to a *pro rata* reduction based upon the number of valid Claim Forms submitted by Class members and based upon the funds available to pay for claims, Class Counsel's fees and costs, service award to the Class Representative, class notice costs, and other fees and costs. Exhibit 5 at ¶ 17.

The Parties understand and acknowledge that Plaintiff's counsel, Chant Yedalian of Chant & Company A Professional Law Corporation, will file a motion with the District Court for an award of attorney's fees and costs to Class Counsel and for a service (incentive) award for the Class Representative. Defendant shall not object to Class Counsel's motion for such awards. The Parties agree that any attorney's fees or costs awarded to Class Counsel, and any service (incentive) award awarded to the Class Representative, are only to be paid from the Estate Funds and the Post-Abandonment Funds, and that Defendant shall have no additional obligation to pay additional attorneys' fees or costs to Plaintiff or Class Counsel, or any additional service (incentive) award to the Class Representative, once it has satisfied its obligation to pay the Post-Abandonment Funds. Exhibit 5 at ¶ 7.

V. THE TWO-STEP APPROVAL PROCESS

There is a "strong judicial policy that favors settlements," particularly in class actions and other complex cases where substantial resources can be conserved by avoiding the time, cost, and rigors of continued litigation. *Class Plaintiffs v. City of*

1 *Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992); *In re Pacific Enters. Sec. Litig.*, 47 F.3d
2 373, 378 (9th Cir. 1995).

3 A settlement of class litigation must be reviewed and approved by the Court.
4 FRCP Rule 23(e). This is done in two steps: (1) an early (preliminary) review by
5 the trial court, and (2) a final review after notice has been distributed to the class
6 members for their comment or objections. This Motion concerns the first step.

7 "The first step is a preliminary, pre-notification hearing to determine whether
8 the proposed settlement is 'within the range of possible approval.'" *Armstrong v.*
9 *Board of School Directors of the City of Milwaukee*, 616 F.2d 305, 314 (7th Cir.
10 1980) (quoting Manual for Complex Litigation § 1.46, at 53-55 (West 1977)). The
11 purpose of this hearing is "to ascertain whether there is any reason to notify the class
12 members of the proposed settlement and to proceed with a fairness hearing." *Ibid.*
13 "[I]f the proposed settlement appears to be the product of serious, informed, non-
14 collusive negotiations, has no obvious deficiencies, does not improperly grant
15 preferential treatment to class representatives or segments of the class, and falls
16 within the range of possible approval, then the court should direct that the notice be
17 given to the class members of a formal fairness hearing." *In re Portal Software, Inc.*
18 *Sec. Litig.*, 2007 WL 1991529 at * 5 (N.D. Cal. 2007) (quoting Manual for Complex
19 Litigation, Second § 30.44 (1985)).

20 At the second step of the approval process (usually referred to as the fairness
21 hearing or final approval hearing), after class members have been notified of the
22 proposed settlement and have had an opportunity to be heard, the court makes a
23 final determination whether the settlement is "fair, reasonable and adequate" under
24 Rule 23(e). *Armstrong*, 616 F.2d at 314.

25 Thus, the preliminary approval of the trial court is simply a conditional
26 finding that the settlement appears to be within the range of acceptable settlements.
27 As Professor Newberg comments, "The strength of the findings made by a judge at
28 a preliminary hearing or conference concerning a tentative settlement proposal may

1 vary. The court may find that the settlement proposal contains some merit, is
 2 within the range of reasonableness required for a settlement offer, or is
 3 presumptively valid subject only to any objections that may be raised at a final
 4 hearing." *Newberg on Class Actions*, 4th Ed., § 11:26.

5 **VI. THE PRESUMPTION OF FAIRNESS**

6 Courts presume the absence of fraud or collusion in the negotiation of a
 7 settlement unless evidence to the contrary is offered. In short, there is a
 8 presumption that the negotiations were conducted in good faith. *Newberg*, § 11:51,
 9 *In re Chicken Anti-Trust Litigation*, 560 F.Supp 957, 962 (N.D. Ga. 1980); *Priddy*
 10 *v. Edelman*, 883 F.2d 438, 447 (6th Cir. 1989); *Mars Steel Corp. v. Continental*
 11 *Illinois National Bank and Trust Co.*, 834 F.2d 677, 682 (7th Cir. 1987). Courts do
 12 not substitute their judgment for that of the proponents, particularly where, as here,
 13 settlement has been reached with the participation of experienced counsel familiar
 14 with the litigation. *Hammon v. Barry*, 752 F.Supp 1087, 1093 (D. D.C. 1990);
 15 *Steinberg v. Carey*, 470 F.Supp. 471, 474 (S.D. N.Y. 1979); *Sommers v. Abraham*
 16 *Lincoln Federal Savings & Loan Assoc.*, 79 F.R.D. 571, 573-574 (E.D. Pa. 1978);
 17 *In re Pacific Enters. Sec. Litig.*, 47 F.3d 373, 378 (9th Cir. 1995).

18 While the recommendations of counsel proposing the settlement are not
 19 conclusive, the Court should take them into account and afford them "great
 20 weight," particularly where, as here, they are capable and competent, have
 21 experience with this type of matter, and have been intimately involved in this
 22 litigation. *Nat'l Rural Telecomm. Coop. v. DirecTV*, 221 F.R.D. 523, 528 (C.D.
 23 Cal. 2004) ("Great weight" is accorded to the recommendation of counsel, who are
 24 most closely acquainted with the facts of the underlying litigation. [citation.] This
 25 is because '[p]arties represented by competent counsel are better positioned than
 26 courts to produce a settlement that fairly reflects each party's expected outcome in
 27 the litigation."); *See also Newberg*, § 11:47.

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VII. THIS SETTLEMENT IS FAIR AND REASONABLE

The Settlement is well within the range of reasonableness and preliminary approval should be granted. No single criterion determines whether a class action settlement meets the requirements of Rule 23(e). In connection with final approval determinations, the Ninth Circuit has directed district courts to consider a variety of factors without providing an "exhaustive list" or suggesting which factors are most important. *Staton v. Boeing Co.*, 327 F.3d 938, 959 (9th Cir. 2003). "The relative degree of importance to be attached to any particular factor will depend upon and be dictated by the nature of the claim(s) advanced, the type(s) of relief sought, and the unique facts and circumstances presented by each individual case." *Officers for Justice v. Civil Service Commission of City and County of San Francisco*, 688 F.2d 615, 625 (9th Cir. 1982). Indeed, "one factor alone may prove determinative in finding sufficient grounds for court approval." *Nat'l Rural Telecomm. Coop. v. DirecTV*, 221 F.R.D. 523, 525 (C.D. Cal. 2004); *Torrisi v. Tucson Elec. Power Co.*, 8 F.3d 1370, 1376 (9th Cir. 1993), *cert. denied*, 512 U.S. 1220 (1994) (holding that poor "financial condition" of company is sufficient basis for settlement approval).

Due to the impossibility of predicting any litigation result with certainty, a district court's evaluation of a settlement essentially amounts to "nothing more than 'an amalgam of delicate balancing, gross approximations and rough justice.'" *Officers for Justice*, 688 F.2d at 625. The ultimate touchstone, however, is whether "class counsel adequately pursued the interests of the class as a whole." *Staton*, 327 F.3d at 961. As the Ninth Circuit explained in *Officers for Justice*, the district court's role in evaluating a class action settlement is therefore tailored to meet that narrow objective. Review under Rule 23(e) "must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties." *Officers for Justice*, 688 F.2d at 625. Accordingly, the Ninth Circuit will not reverse a district court's

1 approval of a class action settlement unless the settlement provisions clearly suggest
2 the possibility that class interests gave way to self interest. *Staton*, 327 F.3d at 961.

3 This is not the usual case.

4 As this Court is aware, although Cristcat has claimed defenses to the lawsuit,
5 and those alleged defenses are considerations for the Court in determining the
6 fairness of a settlement, the overriding reality in this case is that there has already
7 been a bankruptcy proceeding filed and we know the result of the cash assets
8 available.

9 Due to the Class Representative's and Class Counsel's perseverance, they
10 have been able to maximize what there is to recover from the assets in Cristcat's
11 bankruptcy proceedings.

12 Moreover, the Class Representative and Class Counsel have been able to
13 secure a commitment by Cristcat to pay at least approximately \$25,000 of the
14 \$40,000 in the Restaurant's net income between September 29, 2015 and January 31,
15 2016, plus 40% of all net income earned after January 31, 2016. Exhibit 5 at p 2.

16 Under the circumstances, this is fair and reasonable and should be approved.

17 "The proposed settlement is not to be judged against a hypothetical or
18 speculative measure of what *might* have been achieved by the negotiators." *Officers*
19 *for Justice, supra*, 688 F.2d at 625. Moreover, as long as the Settlement is
20 reasonable, it does not matter that under the best case scenario, the potential value of
21 the case may be much higher. *In re Cendant Corp., Derivative Action Litigation*,
22 232 F.Supp.2d 327, 336 (D. N.J. 2002) (approving settlement which provided less
23 than 2% value compared to maximum possible recovery); *In re Heritage Bond*
24 *Litigation*, 2005 WL 1594403 *27-28 (C.D. Cal. 2005) (median amounts recovered
25 in settlement of shareholder class actions were between 2% - 3% of possible
26 damages).

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VIII. PROPOSED NOTICE TO THE CLASS SHOULD BE APPROVED

Rule 23(e)(1) provides that: "The court must direct notice in a reasonable manner to all class members who would be bound by the [settlement] proposal."

Rule 23(c)(2)(B) provides that, in any case certified under Rule 23(b)(3), the court must direct to class members the "best notice that is practicable under the circumstances." Like Rule 23(e)(1), Rule 23(c)(2)(B) does not require actual notice or that a notice be actually received. *Silber v. Mabon*, 18 F.3d 1449, 1454 (9th Cir. 1994). Notice need only be given in a manner "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950).

This Court previously approved a notice plan consisting of publication in the LA Weekly and website notice and Plaintiff proposes a similar means of notice to the Class to inform them about this Settlement and their options as follows:

Plaintiff will cause to be published, on two occasions, a summary notice ("**Summary Notice**"), in the form shown in **Exhibit 6**, in the LA Weekly. A first publication shall be made within 30 days of the entry of this Order, and the second publication will be made between 21 and 28 days after the first publication. Each of the two publications shall be ¼ of the LA Weekly's standard page size.

The Summary Notice states a toll-free number which Class Members may use to call Class Counsel and also states the URL of a website, www.RestaurantReceiptLawsuit.com, which Class Members may visit for further information and obtain a viewable and printable on-line long-form notice ("**Full Notice**"), which will be in the form shown in **Exhibit 7**. Beginning no later than 30 days after the Court's entry of this Order, and continuing until the last day on which Class members may request exclusion from the Class, Plaintiff's counsel shall make the Full Notice available to view and print at www.RestaurantReceiptLawsuit.com.

Class Members will have 60 days from the date the Summary Notice is first published in the LA Weekly to request to be excluded from the Class (the "**Opt-Out Deadline**"). To request exclusion from the Class, each Class Member who requests exclusion must include their respective name, address, telephone number, and signature on correspondence requesting that they be excluded as a Class Member from *Potikyan v. JS Dreams, Inc., et al.*, C.D. Cal. Case No. CV13-6237 JEM, and the correspondence must be mailed, and postmarked no later than the Opt-Out Deadline, to Class Counsel at the following address:

Chant Yedalian, Esq.
 CHANT & COMPANY
 A Professional Law Corporation
 1010 N. Central Ave.
 Glendale, CA 91202

Class Members will have 60 days from the date the Summary Notice is first published in the LA Weekly to submit a claim for payment by U.S. Postal Mail (the "**Claims Deadline**"). To submit a claim, Class Members must use the Claim Form in the form shown in **Exhibit 8** and it must be sent by postal mail to Class Counsel and postmarked by no later than the Claims Deadline or submitted online or by facsimile by the Claims Deadline. Beginning no later than 30 days after the Court's entry of its preliminary approval Order, and continuing until the Claims Deadline, Plaintiff's counsel shall make the Claim Form available to view and print at www.RestaurantReceiptLawsuit.com.

IX. REASONABLE ATTORNEY'S FEES AND COSTS WILL BE SOUGHT IN CONNECTION WITH FINAL APPROVAL OF THE SETTLEMENT

This is a case that will likely never adequately compensate Class Counsel for all of his time devoted to this case.

Indeed, at the time of Cristcat's bankruptcy filing on August 11, 2015, Class Counsel had \$258,313 in Class Counsel's attorney's fees, and \$4,068.68 in costs.

1 Fees and costs have increased since that time and will continue to increase further
2 through the approval process.

3 Typically, class counsel attorney's fees are deducted from funds recovered
4 before any remaining funds are made available to any class members. In this
5 instance, however, due to the likely limited funds available, Class Counsel has
6 voluntarily agreed to accept payment for fees after all valid and timely claims by
7 Class members are paid.

8 Class Counsel will ask the Court to approve payment of up to \$258,313 for
9 attorney's fees plus up to \$15,000 in costs.

10 **X. A REASONABLE INCENTIVE AWARD WILL BE SOUGHT FOR**
11 **THE NAMED PLAINTIFF IN CONNECTION WITH FINAL**
12 **APPROVAL OF THE SETTLEMENT**

13 At the time of final approval of the Settlement, Class Counsel will request,
14 on behalf of the named Plaintiff, Angela Potikyan, an incentive (service) award of
15 \$5,000, to compensate Plaintiff for her services as the Class Representative.

16 "Incentive *awards* are fairly typical in class action cases." *Rodriguez v. West*
17 *Publishing Corp.*, 563 F.3d 948, 958-959 (9th Cir. 2009). "[They] are intended to
18 compensate class representatives for work done on behalf of the class, to make up
19 for financial or reputational risk undertaken in bringing the action, and, sometimes,
20 to recognize their willingness to act as a private attorney general." *Ibid*.

21 In *Ingram v. The Coca-Cola Co.*, 200 F.R.D. 685, 694 (N.D. Ga. 2001), the
22 court approved incentive awards of \$300,000 to each named plaintiff in recognition
23 of the services they provided to the class by responding to discovery, participating in
24 the mediation process and taking the risk of stepping forward on behalf of the class.
25 In *Van Vranken v. Atl. Richfield Co.*, 901 F.Supp. 294, 300 (N.D. Cal. 1995), a
26 \$50,000 incentive award was approved for similar participation.

27 The requested enhancement award in the amount of \$5,000 to the only Class
28 Representative is modest and should be approved in connection with final approval.

XI. CONCLUSION

The proposed class action Settlement is well within the range of reasonable settlements. It is non-collusive, and it was achieved as the result of informed, extensive, and arm's-length negotiations conducted by experienced counsel.

Plaintiff respectfully requests that the Court grant preliminary approval of the proposed settlement, sign and enter the proposed Order, and set a final approval hearing on or about 110 days after the date that the Court grants preliminary approval of the Settlement.

Respectfully submitted,

DATED: June 20, 2016

CHANT & COMPANY
A Professional Law Corporation

By: /S/ – Chant Yedalian
Chant Yedalian
Counsel For Plaintiff and the Class

CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing with the Court using the CM/ECF system which will send notification of such filing to the electronic service list for this case.

Dated: June 20, 2016

CHANT & COMPANY
A Professional Law Corporation

By: /S/ Chant Yedalian
Chant Yedalian